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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

JAMES M. WASHINGTON, GISELLE W. WASHINGTON } Case No.: '11CV0749 DMS JMA

Plaintiffs,

vs.

RONALD RICHARDS, SODA
PARTNERS LLC, QUALITY LOAN
SERVICE CORP., SELECT PORTFLOIO
LOAN SERVICING INC., HSBC BANK
USA, NA., REMINGTON MOVING AND
STORAGE,

Defendants.

COMPLAINT

CLASS ACTION

JURY DEMAND

Plaintiffs suing on behalf of themselves and all others similarly situated,
complain as follows.

PRELIMINARY STATEMENT

1. This is a class action brought under the Fair Debt Collection Practices Act, 15 U.S.C. §1692, et seq. ("FDCPA"), which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices and seeks declaratory and

injunctive relief for the individual Plaintiffs and the Class they represent, statutory damages, actual damages, punitive damages and attorneys fees.

INTRODUCTION

2. Plaintiff is now, and at all times relevant to this complaint was owner of real property commonly known as 301 S. Irving Blvd., Los Angeles, Ca. 90020 (“Subject Property”).

3. At its core, this case is about predatory lending practices, and the biggest fraud ever perpetrated in the U.S. – securitization. Specifically, this case is brought against the above named Defendants who were involved in the fraud by aiding and abetting in the subsequent fraudulent, deceptive and abusive eviction of Plaintiff home owners.

4. Plaintiff’s loan was securitized (“the Subject Loan”). As is typical when a loan is securitized, the funds Plaintiffs borrowed did not come from any source that Plaintiffs could readily identify. Instead, the money came from “Investors,” the identity of whom was concealed by those involved in originating the loan (“Originators”). Notably, Investors all over the United States who actually loaned Plaintiffs money in the first place have filed their own legal actions based at least in part on the very same allegations of predatory lending Plaintiffs were subjected to. Some examples are: *Boilermaker National Annuity Trust Fund (“Boilermaker National”) v. WAMU Mortgage Pass Through Certificates, WMA.*, United States District Court, Western District of Washington at Seattle, Case # C090037; Even quasi-federal agencies that invested are filing actions. See, e.g., *Federal Home Loan Bank of San Francisco v. Credit Suisse*, CGC-10-497840, San Francisco Superior Court (collectively all of the above investor actions are the “Investor Cases”). The Federal Home Loan Bank of New York, reputed to be the largest and most

1 powerful banking institution in the world has publicly it's intention to file
2 similar suit against Bank of America.

- 3 5. Even before the loans were made, the "Securitizers" had planned and
4 arranged to securitize the loans. In the course of securitizing the loans,
5 Securitizers had a practice of taking more money from the Investors than
6 was loaned to the homeowners, and they concealed this practice from
7 both the homeowners (including Plaintiffs and those similarly situated)
8 and the Investors. In addition, there were usually "credit enhancements"
9 which could take several forms including such things as "excess
10 spreads", over collateralization, reserve accounts, surety bonds, wrapped
11 securities, letters of credit, and cash collateral accounts. (See,
12 http://en.wikipedia.org/wiki/Credit_enhancement for a more detailed
13 description). On information and belief, Plaintiffs allege that the well-
14 known problems with American International Group (AIG) relate to
15 credit enhancements. Both the Plaintiffs and the Investors have claims to
16 the credit enhancement funds as well as undisclosed fees taken by the
17 Originators and Securitizers and possible credits and offsets for other
18 items under the Real Estate Settlement Procedures Act and other law.
- 19 6. As to Plaintiffs, such funds should be credited against their loans. But it
20 is even worse. Plaintiffs allege that once a proper accounting is done and
21 proper credits applied, it will be shown that Plaintiffs over-paid.
22 Plaintiffs will owe nothing on their loans making the unlawful detainer
23 action used to evict them simply a part of the ongoing fraud. The
24 Defendants had actual knowledge of this, yet, Defendants decided to aid
25 and abet in the fraud.

26 **SECURITIZATION OF MORTGAGE LOANS INCLUDING PLAINTIFFS**
27
28

- 1 7. Securitization is intentionally complex and the details and even some of
2 the mathematical calculations involved cannot be succinctly set forth in a
3 complaint.
- 4 8. As set forth in the Investor Cases, the securities that the Securitizers sold
5 are so-called asset-backed securities, or "ABS," created in a process
6 known as securitization. More specifically, they involved a complex
7 financial instrument product known generically in the securities industry
8 as collateralized debt obligations ("CDOs"). "Synthetic" CDOs are even
9 more complex instruments that are "derivatives" based only indirectly on
10 the CDOs (i.e., Credit Default Swaps).
- 11 9. Securitization begins with the sale of bonds to Investors (usually they are
12 sold "forward," meaning they are sold to the investors before the
13 Investors' funds are given to mortgage borrowers such as the Plaintiffs.)
14 Only some of the funds were then used to fund loans such as Plaintiffs
15 home owners. Investors were led to believe all of their funds except for
16 reasonable fees were forwarded, but this was false.
- 17 10. The entities involved in making the loans are known as the Originators.
18 The process by which the Originators decide whether or not to make
19 particular loans is known as the underwriting of loans. During the loan
20 underwriting process, representations were made to the Investors that the
21 originators would apply various criteria to try to ensure that the loan will
22 be repaid. However, they did not do so and instead, the way the
23 securitization scheme was structured, it was actually in the best interests
24 of the "Securitizers" (including Originators) for the loans to fail. They
25 were clearly not acting with the interests of Plaintiffs or the Investors in
26 mind.
- 27 11. Until the loans are securitized, the borrowers on the loans sometimes
28 make their loan payments to an Originator, but this may never occur or

1 only be for a very short time. Collectively, the payments on the loans are
2 known as the cash flow from the loans.

3 12. A large number of loans, often of a similar type, were supposed to be
4 grouped into a collateral pool. The Originator of those loans claims it
5 sells them (and, with them, the right to receive the cash flow) to a special
6 purpose vehicle called a trust by the Securitizers. The trust is supposed to
7 pay the Originator cash for the loans. As mentioned, the trust raises the
8 cash to pay for the loans by selling bonds, in the form of certificates, to
9 Investors. Each certificate purportedly entitles its holder to an agreed part
10 of the cash flow from the loans in the collateral pool. However, the loans
11 and documents were in fact never transferred timely into the pools.

12 13. There were tranches of investment bonds sold. Typically, "Tranche A" is
13 a veneer of conventional mortgages where the borrowers appear
14 creditworthy. Other tranches had much less credit worthy borrowers.
15 Using the creditworthy borrowers, the Securitizers obtained ratings on
16 the bonds that were inaccurate at best. Securitizers conspired with the
17 rating agencies to mislead investors. Thus, schematically, these are some
18 of the steps in a securitization in no specific order:

- 19 a. Investments are created for Investors usually in the form of Bonds.
- 20 b. Credit Enhancements are obtained.
- 21 c. Rating agencies are provided misleading information and paid to rate the
22 Bonds as "safe".
- 23 d. Investors pay money to the trust.
- 24 e. The trust issues certificates to the Investors.
- 25 f. The trust pays money to the parties up the chain toward the
26 borrower/property owner through the Originators.
- 27 g. Only part of the funds are used to fund mortgage loans such as the one made
28 to plaintiffs.

1 h. The rest of the money is kept by the Originators and Securitizers in the
2 scheme. In other words, by way of example, the Investors might think they are
3 funding a loan for \$1 million, however, only \$500,000 is actually loaned to
4 borrowers such as the plaintiffs, and the Securitizers keep the rest through a
5 complex series of transactions.

6 i. The Originator and Securitizers plan in advance for the loans to default.

7 j. Loans made to persons like Plaintiffs are purportedly placed into one or more
8 pools.

9 k. The Originator was supposed to assign to the trust the loans and in
10 particular the promissory notes, which were to be placed into a collateral pool,
11 including the right to receive the cash, but a proper assignment/transfer was never
12 done.

13 l. The trust is supposed to collect cash flow from payments on the loans in the
14 collateral pool; however it has no legal right to do so even under the lengthy,
15 complex documents used in securitization.

16 m. When the mortgage loans go into default, the Securitizers demand that
17 payment be made to the Investors by the “credit enhancements.”

18 n. In “Credit Default Swaps” the Securitizers also placed “bets” that the loans
19 would not pay off (as was planned) in order to cover the difference between what
20 was loaned to borrowers such as Plaintiff and what was funded by the Investors
21 and make another hidden profit for the Securitizers. According to some published
22 reports, these unregistered securities were frequently more than 30 times the
23 principal on the mortgage loans (such as Plaintiffs’). Thus, if the borrowers such
24 as Plaintiffs did not perform on the loans, the Securitizers would make more
25 money than if they did.

26 o. After default, even though the mortgage loan is technically paid in full if a
27 proper accounting were done, and legally the Securitizers have no right to collect,
28 the Securitizers, usually through “servicers”, pretend the loan is still owed by the

1 borrowers. They pretend and represent to persons such as Plaintiffs money is owed
2 on the loans to the original named “beneficiary” on the deed of trust, and try to
3 foreclose on the mortgage and steal the mortgaged real property from borrowers
4 such as the Plaintiffs. The Mortgage Electronic Registration System (“MERS”)
5 was often used as a part of the scheme named as the “nominal beneficiary” to
6 pretend it had the right to transfer the mortgages and/or collect money from the
7 borrowers such as Plaintiffs.

8 p. Securitizers hire law firms such as Defendants who know or should know
9 collection of loans such as the Subject Loan is improper and routinely conceal
10 information concerning such to the courts.

11 q. Recently, the U.S. Supreme Court has found that these law firms are liable
12 in class actions under the Fair Debt Collection Practices Act. (See *Jerman v.*
13 *Carlisle, McNellie, Rini, Kramer & Ulrich LP, et al.*, 130 S. Ct. 1605; decided
14 April 21, 2010).

15 14. At the risk of being redundant, but also more specific and adding that the
16 taxpayers are paying for this, the order of things is usually as follows:

- 17 • The first transactions that occurred were the sale of securities to
18 unsuspecting investors.
- 19 • The second transaction that occurred was that the investor money was put
20 into an account at an investment banking firm.
- 21 • The third transaction was that the investment banker divided the money
22 between fees for itself and then distributing the funds to aggregators or a
23 Depository Institution.
- 24 • The fourth transaction was the closing with the borrower. The loan was
25 funded with the money from the investor after deducting large undisclosed fees
26 and also because of the disparity between the interest payable to the investor and
27 the interest payable by the borrower, a yield spread was created, adding huge sums
28

1 to what the investment banker took without disclosure to the investors or the
2 borrowers.

3 • The fifth was supposed to be the assignment and acceptance of the loan
4 generally into between 1 and 3 asset pools, each bearing distinctive language
5 describing the pool such that they appeared to be different assets than already
6 presumed to exist in the first pool. However, this never happened timely under the
7 Pooling and Service Agreement.

8 • The sixth was the receipt of insurance or counter-party payments on behalf
9 of the pool pursuant to the documents creating the securitization structure.

10 • The seventh was the re-securitization of the pooled assets between one and
11 three times.

12 • The eighth was the federal bailout payments and receipts allocable to the
13 balances owed on the loans that were claimed to be part of the pool.

14 • The ninth are the foreclosures by parties who never provided any money
15 which is often the original named beneficiary on the trust deed.

16 • In the alternative fraudulent and forged assignments were made, so it could
17 be alleged the Richards represent investors (“robo-signing”) occurred which is
18 currently the subject of criminal investigations.

19 • Lastly, attorneys are hired to evict the home owners such as plaintiffs.

20 • After eviction, the house is sold to a new home owner who is also defrauded
21 since they are told none of this, and no one knows at this point where the proceeds
22 from the sales go.

23 • It is unlikely it goes back to the government which has at least indirectly
24 funded all this through “bail outs”.

25 15. Securitization involves many documents. In broad brush, it involves the
26 closing documents between loan Originators, Servicers, Special Purpose
27 Vehicles, Aggregators, etc. including the Pooling and Service
28 Agreements, the Assignment and Assumption Agreements, the Master

- 1 Service Agreements [if separate]. None of these include the borrower as
2 party or references any specific debtor or borrower because the debtor is
3 unknown when the securitization structure is created.
- 4 16. Each securitization has a Sponsor, a prime mover of the securitization.
5 Sometimes the sponsor is the Originator or an affiliate. In Originator-
6 sponsored securitizations, the collateral pool usually contains loans made
7 by the Investors. Sometimes, the Sponsor may be an investment bank.
- 8 17. The two important documents in the mortgage loan made to the home
9 owner/borrower are the promissory note and the mortgage (usually a
10 deed of trust as in Plaintiffs' loans in California).
- 11 18. The Sponsor is supposed to arrange for title to the mortgage loans to be
12 transferred to an entity known as the Depositor, which then was supposed
13 to transfer title to the loans to the trust, including the promissory notes.
- 14 19. As mentioned, the assignment of the notes and mortgages never properly
15 occurred and this is the subject of countless lawsuits by the borrowers
16 such as Plaintiffs.
- 17 20. The obligor of the certificates in a securitization is supposed to be the
18 trust that purchases the loans in the collateral pool. However, this cannot
19 be true because title to the mortgage loans was never perfected. The trust
20 is a mere conduit that has no power to do anything, and has no real
21 trustee.
- 22 21. The Pooling and Service Agreements provide certain time deadlines by
23 which transfers were to be made, and these were not met.
- 24 22. When a trust has no assets it cannot satisfy the liabilities of an issuer of
25 securities (the certificates). According to the Investor Cases, the law
26 therefore treats the Depositor as the issuer of an asset-backed certificate.
- 27 23. According to the Investor Cases, securities dealers, represented that they
28 would underwrite the sale of the certificates. Most important, securities

- 1 underwriters provided to potential investors the information that they
2 need to decide whether to purchase certificates.
- 3 24. Because the cash flow from the loans in the collateral pool of a
4 securitization is purportedly the source of funds to pay the holders of the
5 certificates issued by the trust, the credit quality of those certificates, if
6 this were true, would be dependent upon the credit quality of the loans in
7 the collateral pool. According to the Investor Cases, the most important
8 information about the credit quality of those loans is contained in the files
9 that the Originator develops while making the loans, the so-called loan
10 files. For residential mortgage loans, each loan file normally contains the
11 information in such important documents as the borrower's application
12 for the loan, credit reports on the borrower, and an appraisal of the
13 property that will secure the loan.
- 14 25. Collateral pools usually include thousands of loans. Instead of potential
15 investors individually reviewing thousands of loan files, the securities
16 firms that would underwrite the sale of the certificates in a securitization
17 were supposedly responsible for gathering, verifying, and presenting to
18 potential investors the information about the credit quality of the loans
19 that will be deposited into the trust.
- 20 26. As was alleged in the Investor Cases, the Securitizers sold to the
21 Investors certificates in securitizations the information that was presented
22 to Investors contained many false statements that were material to the
23 mortgage/loan transactions.

JURISDICTION AND VENUE

- 24
- 25 27. This Court has jurisdiction under the Federal Fair Debt Collection
26 Practices Act ("FDCPA"), 15 U.S.C. § 1692k, and over the state claims
27 pursuant to supplemental jurisdiction, 28 U.S.C. § 1367.
28

1 28. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 (c)
2 because some of the defendants do business in San Diego County and
3 maintain offices here. Plaintiffs' action for declaratory relief is authorized
4 by 28 U.S.C. §§ 2201 and 2202.

5 **PARTIES**

6 29. Plaintiff JAMES M. WASHINGTON is a natural person who resides in
7 the County of Los Angeles, State of California, and is a "consumer" as
8 that term is defined by U.S.C. § 1692a(3) as are all plaintiffs.

9 30. Plaintiff GISELLE W. WASHINGTON is a natural person who resides
10 in the County of Los Angeles, State of California

11 31. Defendant Quality Loan Service ("Quality") is a debt collector doing
12 business and with offices in San Diego, California.

13 32. Defendant HSBC BANK USA, NA, ("HSBC") is a national bank doing
14 business and with offices in San Diego, California.

15 33. Defendant RONALD RICHARDS ("Richards"), is an attorney whose
16 office is located in Los Angeles, California.

17 34. Defendant SELECT PORTFOLIO SERVICING INC., ("Select") is a
18 Utah Corporation.

19 35. SODA PARTNERS, LLC, ("Soda") is a California, LLC.

20 36. Plaintiffs are informed and believe, and thereupon allege, that at all
21 pertinent times each of the Defendants was the agent of each of the
22 remaining Defendants, and /or acted with their consent, ratification and
23 authorization, and/ or aided and abetted one another in doing the acts
24 alleged herein, each of the Defendants acted in such capacity with respect
25 to the remaining Defendants.

26 37. Plaintiffs are informed and believe that REMINGTON MOVING AND
27 STORAGE is a California LLC, doing business in San Diego, California.

28 **CLASS ALLEGATIONS**

- 1 38. This Class Action is being filed by Plaintiffs, pursuant to Federal Rule of
2 Civil Procedure 23 on behalf of themselves and others similarly situated
3 as against the Richards, Quality, Select, and other Defendants considered
4 “debt collectors” within the meaning of the Fair Debt Collection
5 Practices Act (“FDCPA”), and the Rosenthal Act; primarily for equitable
6 relief to stop their unlawful conduct. Plaintiffs are currently unsure which
7 other potential defendants are debt collectors within the meaning of the
8 FDCPA and Rosenthal Act because this is concealed by Defendants, and
9 Plaintiffs will amend this complaint when such is ascertained.
- 10 39. Plaintiffs bring this action on behalf of themselves and all other persons
11 similarly situated, as members of a proposed Plaintiff Class.
- 12 40. The class that Plaintiffs seek to represent are identified as:
13 a) All persons that have been named defendants in unlawful detainer actions
14 by Richards, within 1 year preceding the filing of this complaint where the
15 plaintiff brought the action after a foreclosure and trustee sale.
- 16 41. This action has been brought and may properly be maintained as a class
17 action under Rule 23 of the Federal Rules of Civil procedure.
- 18 42. This Court may maintain these claims as a class action pursuant to Fed.
19 R. Civ. P. 23(b) (1), 23(b) (2), 23(b) (3), and/or 23(c) (4)(A), however, it
20 is Plaintiffs’ current intent to seek certification under F.R.C.P 23(b)(2)
21 seeking primarily equitable relief, statutory damages, and attorneys fees.
- 22 43. Existence of an Identifiable Class - The proposed Class definition is
23 sufficiently definite so that it is administratively feasible for the Court to
24 determine whether a particular individual is a member. Members of the
25 Class may be identified from records maintained by Defendants, various
26 court records, and documents recorded by the County Recorders.
- 27 44. Numerosity of the Class - Fed. R. Civ. P. 23(a) (1): The members of all
28 Classes are so numerous that joinder of all members is impracticable.

1 The precise number of Class members and their addresses are unknown
2 to Plaintiffs, but can be obtained from Defendants and from various court
3 records. Class members can be notified of the pendency of this action
4 based on those records, or by any means used by the defendants to notify
5 them of the underlying unlawful detainer suits. The disposition of the
6 claims of the Class members in a single action will provide substantial
7 benefits to all parties and the Court.

8 45. Existence of Common Questions of fact and Law - Fed. R. Civ. P.
9 23(a)(2) Plaintiffs, as Class Representatives, allege that the questions of
10 law and fact relating to their claims are common to the claims of the class
11 and the claims predominate over any questions affecting solely individual
12 members, in satisfaction of rule 23(a)(2). These common legal and
13 factual questions include:

- 14 • Whether defendant debt collectors, by filing unlawful detainer actions, and
15 evicting or seeking to evict plaintiffs without having an assignment and/or
16 possession of the promissory note, without a proper assignment of the trust deed
17 mortgage, creating and using improper documents created by them to foreclose,
18 and when they knew or should have known of the fraudulent scheme involved in
19 securitization have violated:
 - 20 - the Federal Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. §
21 1692, et seq., by engaging in unfair and unlawful debt collection practices.
 - 22 - the California Civil Code § 1788 - California Rosenthal Fair Debt Collection
23 Practices Act; and/or
 - 24 - California Civil Code § 2924h; and/or
 - 25 - California Business and Professions Code § 17200.
- 26 • Whether Plaintiffs and Class members have been injured by Defendants’
27 conduct;

- 1 • Whether Plaintiffs and Class members are entitled to compensatory
- 2 damages, and the amount of such damages; and
- 3 • Whether Plaintiffs and Class members are entitled to statutory damages and
- 4 the amount of such damages.
- 5 • Whether Plaintiffs and Class members are entitled to legal costs and fees.
- 6 • Whether Plaintiffs and Class members are entitled to equitable relief.

7 46. Typicality - Fed. R. Civ. P. 23(a) (3): Plaintiffs claims are typical of the
8 claims of the Class because defendants initiated suit against them with
9 actual and constructive notice that the unlawful detainer action and
10 attempted sale of plaintiffs' home was a fraud and attempt to defraud a
11 new innocent home owner in a subsequent sale, and when they knew
12 about the fraudulent scheme of securitization. Furthermore, all members
13 of the Class are similarly affected by defendants' wrongful conduct.

14 47. Adequacy - Fed. R. Civ. P. 23(a) (3) (4): Plaintiffs are an adequate
15 representative of the Class because Plaintiffs' interests overlap and are
16 not in conflict with the interests of the Class. Plaintiffs have retained
17 counsel competent in complex litigation, and Plaintiff intends to
18 prosecute this action vigorously. The interests of the Class will be fairly
19 and adequately protected by Plaintiffs and their counsel.

20 48. The class may be certified pursuant to Fed. R. Civ. P. 23(b)(1). Class
21 certification is appropriate pursuant to Rule 23(b)(1) because the
22 prosecution of separate actions by individual members of the classes
23 would create a risk of inconsistent or varying adjudications that would
24 establish incompatible standards of conduct for Defendants and/or
25 because adjudications respecting individual members of the classes
26 would be a practical matter, be disparities of the interests of the other
27 members or would risk substantially impairing or impeding their ability
28 to prosecute their interests.

1 49. The class may be certified pursuant to Fed. R. Civ. P. 23(b)(2). Class
2 certification is appropriate pursuant to Rule 23(b)(2) because Defendants
3 have acted or refused to act on grounds generally applicable to all
4 members of the class, thereby making final injunctive relief or
5 declaratory relief as a whole appropriate. Plaintiffs and members of the
6 Class have suffered, and will continue to suffer, harm and damages as a
7 result of Defendants' unlawful and wrongful conduct. Plaintiffs currently
8 intend to seek certification pursuant to Rule 23(b)(2).

9 50. The class may be certified pursuant to Fed. R. Civ. P. 23(b)(3). A class
10 action is superior to other available methods for the fair and efficient
11 adjudication of the controversy under Rule 23(b)(3). Absent a class
12 action, most members of the Class likely would find the cost of litigating
13 their claims to be prohibitive, and will have no effective remedy at law.
14 The class treatment of common questions of law and fact is also superior
15 to multiple individual actions or piecemeal litigation in that it conserves
16 the resources of the courts and the litigants and promotes consistency and
17 efficiency of adjudication.

18 **FACTUAL ALLEGATIONS**

19 51. The core of this action arises out of a loan made to Plaintiffs that was
20 securitized, and which was "predatory" by legal definition. A Deed of
21 Trust was executed relating to the Subject Property. This Deed
22 identified:

- 23 a. "Borrower" as the plaintiffs;
- 24 b. "Lender" as Quick Loan Funding, Inc.;
- 25 c. "Trustee" as United Title Company;

26 The Deed of Trust secured a Note.
27
28

1 During the closing of the loan, Originators acquired the loan, evidenced by a
2 promissory note and secured by a trust deed on the home. The terms of the loan
3 was memorialized primarily in a promissory note.

4 The promissory note was never properly assigned to anyone.

5
6 52. The funds for the loan were provided by Investors and fraud was
7 committed in the securitization process as alleged above.

8 53. There was subsequent foreclosure related activity on the Subject Loan
9 The deed of trust identified various parties as the "lenders." This was
10 false and misleading because, inter alia, the funds came from Investors.
11 In agreeing to sign the loan documents and to encumber the Subject
12 Property with a deed of trust, Plaintiffs relied upon promises made by the
13 Originators.

14 54. The Originators concealed from Plaintiffs their intent to securitize the
15 loans and misrepresented the identity of the party providing the funds for
16 his loan.

17 55. In many cases such as Plaintiff's, assignments of a deed of trust were
18 recorded which purportedly assigned the deeds of trust from the original
19 named "lender" to third parties. These assignments were invalid, and
20 created fraudulently and/or forged.

21 56. In all cases, the amounts claimed to be in default are incorrect and/or
22 includes charges not permitted under the loan documents.

23 57. Securitizers have made false statements concerning the amounts owing at
24 various points in time to Plaintiffs. In fact, defendants have never shown
25 the proper amounts claimed owing on the loans and Plaintiffs are
26 informed and believe Defendants cannot do so, due at least in part to the
27 massively complex mathematical calculations that would be required.
28

- 1 58. In recording Notices of Defaults (“NODs”), Securitizers unlawfully
2 initiated non-judicial foreclosure proceedings against Plaintiffs by
3 improperly claiming amounts not owing.
- 4 59. The NODs state, inter alia: “NOTE(S) FOR THE ORIGINAL [Trust
5 Deed] ...are presently held by the undersigned....” This was false; the
6 foreclosing parties did not hold the note connected to the Plaintiffs’ trust
7 deed.
- 8 60. Securitizers, in committing the acts alleged in this Complaint, are
9 engaging in a pattern and practice of unlawful activity. In pursuing the
10 non-judicial foreclosures, Securitizers represented that they had the right
11 to payment under the note in connection with the loan, payment of which
12 was secured by a deeds of trust. Whereas, in fact, the Securitizers were
13 not in possession of the note and they were neither holders of the note or
14 assignees of the note or trust deed entitled to payment and therefore they
15 were proceeding to foreclose without rights under the law.
- 16 61. The final stage of a foreclosure proceeding is a sale of the Subject
17 Property through a public auction at which the current beneficial owner
18 of the right to foreclose is the only lawful party who can provide
19 instructions to the trustee on the amount of money to accept at the sale or
20 to “credit bid” up to the amount owed on the loan. In fact, none of the
21 Securitizers, or any of their authorized agents, who have played a part in
22 the non-judicial foreclosure proceedings were entitled to receive payment
23 from the loan proceeds, or title to or possession of the Subject Properties,
24 or to give instructions to any trustee on the deed of trust. The making of
25 the assertion in the foreclosure proceedings that the beneficiary was
26 entitled to foreclose and the NODs and trustee sale based on amounts not
27 properly owing is an act of fraud or deceit within the meaning of Cal.
28 Civ. Code §2924h.

- 1 62. The intent to securitize, the fraudulent acts and omissions involved in the
2 origination, transfers of the Subject Loans, and securitization of the
3 Subject Loans, were concealed from Plaintiffs.
- 4 63. Securitizers and Purchasers, by and through their attorneys, the
5 Defendant Richards, filed an Unlawful Detainer eviction action against
6 Plaintiffs claiming that their clients were the rightful owner of the subject
7 properties and were entitled to possession. At the time these complaints
8 were filed, Defendant Richards knew of the material defects of said
9 foreclosure sales. In fact, they were notified and had personal knowledge
10 of such. However, instead of ceasing their unlawful activities, the
11 Richards often personally verified the complaints, and in some cases
12 other documents claiming to have personal knowledge of the complaints
13 for eviction and asserted they knew their contents to be true. The real
14 facts are that Defendant Richards was and is fully aware that Plaintiffs'
15 loans were securitized, and that his clients had no legal right to foreclose,
16 and intentionally concealed this from the courts in the eviction actions in
17 order to steal Plaintiffs' property.

18 **FIRST CAUSE OF ACTION**

19 **VIOLATION OF THE FDCPA, 15 U.S.C. § 1692**

20 **(Against Defendants Richards, Quality, Select Acting As Debt Collectors**
21 **And Others to Be Alleged By Amendment)**

- 22 64. Plaintiff repeats and re-alleges each and every allegation contained
23 above.
- 24 65. Defendants have concealed the roles of the parties and Plaintiffs are
25 unsure who, other than named defendants, are "debt collectors" of the
26 loan. Plaintiffs will amend this complaint when the appropriate parties
27 who were debt collectors are discovered.
- 28

1 66. Federal law prohibits the use of "any false, deceptive or misleading
2 representation or means in connection with the collection of any debt..."

3 67. In prosecuting the unlawful detainers the debt collector Defendants:

4 a. made false, deceptive and misleading representation concerning their
5 standing to sue the plaintiffs and the interest in the debt;

6 b. falsely represented the status of the debt, in particular, that it was due
7 and owing by defendants to plaintiffs at the time an eviction suit was filed;

8 c. falsely represented or implied that the debt was owing to defendants
9 as an innocent purchaser for value, when in fact, a valid and legal
10 assignment had not been accomplished;

11 d. threatened to take action, namely engaging in collection activities and
12 collection and foreclosure proceedings as trustees that cannot legally be
13 taken by them, and

14 e. obtained access to state courts to evict home owners, under false
15 pretenses, namely, that Defendants were duly authorized to engage in such
16 activities when in fact they were not, and

17 f. in the case of Purchasers, Richards, knew or should have known they
18 did not acquire proper title and proceeded with eviction proceedings against
19 Plaintiff home owners anyway.

20 68. Defendants did not, and cannot, obtain and/or file an assignment of the
21 notes or mortgages of the named Plaintiffs or putative class members at
22 this time as it would violate the "Pooling and Service Agreements" used
23 in securitization.

24 69. Securitizers discovered that that the assignments and proper documents
25 to collect the Subject Loans could not actually be located. To solve the
26 problem of missing assignments, and other documents, new assignments
27 were made and recorded. Most of these Assignments including those
28 allegedly affecting the notes and mortgage for Plaintiffs residences

contained false statements. The Assignments were prepared by specially selected law firms and companies that specialized in providing "mortgage default services" to banks and mortgage companies and which is the subject of a criminal investigation.

70. In all of these cases, the Assignments were prepared to conceal that no valid or proper assignments of the promissory notes or trust deeds ever occurred.

71. The foregoing acts and omissions of Defendants constitute violations of the FDCPA, including, but not limited to, 1692c, 1692d, 1692e, 1692f, 1692g, and 1692i.

72. Plaintiffs and Class members are entitled to recover equitable relief, statutory damages, actual damages, reasonable attorney's fees, and costs.

SECOND CAUSE OF ACTION

VIOLATION OF CALIFORNIA ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT ("Rosenthal Act")

California Civil Code § 1788, et seq.

(Against Defendants Richards, Quality, Select Acting As Debt Collectors And Others to Be Alleged By Amendment)

73. Plaintiff repeats and re-alleges each and every allegation contained above.

74. "Debt collectors" named in this cause of action are subject to the Rosenthal Act.

75. Defendants have concealed the roles of the parties and Plaintiffs are unsure who the other "debt collectors" of the loan are, and Plaintiffs will amend this complaint when the appropriate parties who were debt collectors are discovered.

76. Defendants' actions constitute a violation of California Civil Code

§ 1788, et seq., also known as the Rosenthal Act, in that they threatened to take actions prohibited by law, including, without limitation: falsely stating the amount of a debt; increasing the amount of a debt by including amounts not permitted by law or contract; improperly foreclosing upon the Subject Residence; and using unfair and unconscionable means in an attempt to collect a debt.

THIRD CAUSE OF ACTION

VIOLATIONS OF CALIFORNIA BUSINESS & PROFESSIONS CODE

§ 17200

(Against All Defendants)

77. Plaintiff repeats and re-alleges each and every allegation contained above.
78. Defendants committed unlawful, unfair and/or fraudulent business practices, as defined by California Business & Professions Code § 17200, by engaging in unlawful, unfair and fraudulent business practices as alleged herein.
79. As a result of Defendants' misconduct, Plaintiffs have suffered various damages and injuries according to proof at trial.
80. Plaintiffs seek injunctive relief enjoining Defendants from engaging in unfair business practices described herein.
81. Plaintiffs further seek restitution, disgorgement of sums wrongfully obtained, costs of suit, reasonable attorneys' fees, and such other and further relief as the Court may deem just and proper.

FOURTH CAUSE OF ACTION

TO SET ASIDE TRUSTEE SALE AS TO LEAD PLAINTIFFS ONLY

(Against Defendant HSBC)

82. Plaintiff repeats and re-alleges each and every allegation contained above.

- 1 83. Defendant Deutche claims to be the owner, by virtue of a trustee's deed.
2 defendant is in some manner liable to plaintiff, or claims some right, title,
3 or interest in the Subject Property, or both.
- 4 84. Plaintiff alleges on information and belief that defendant published and
5 posted, or caused to be published and posted, at various times and in
6 various places certain notices of their intent to sell the trust property at
7 public auction.
- 8 85. The sale was improperly held and the trustee's deed was wrongfully
9 executed, delivered, and recorded in that it was part of the securitization
10 scheme and fraud as set forth above in violation of the terms and
11 conditions of the promissory note and deed of trust and in violation of the
12 duties and obligations of defendant beneficiary and defendant trustee to
13 plaintiff, and based on forged and fraudulent documents, all to plaintiff's
14 loss and damage in that plaintiffs have been wrongfully deprived of the
15 beneficial use and enjoyment of the real property and has been deprived
16 of legal title by forfeiture.
- 17 86. Plaintiffs have no obligation to tender to defendant because, inter alia,
18 defendants named herein had no legal right to title or authority to
19 foreclose and pursue sale of the subject property due to multiple illegal
20 and invalid assignments, as well as securitization that separated the Deed
21 from the underlying note as part of a fraudulent scheme, and,
22 furthermore, the loan was not in default. In addition, the in the
23 origination of the Subject Loan, the Truth In Lending Act was violated
24 which specifically provides tender is NOT required.
- 25 87. However, Plaintiff is ready, willing, and able to tender sums, if any, that
26 the Court finds due and owing on rendering the accounting requested in
27 the Accounting Cause of Action of this complaint (infra).

28 **FIFTH CAUSE OF ACTION**

To Cancel Trustee's Deed

(As Against Defendant HSBC For Lead Plaintiff Only)

88. Plaintiff re-alleges and incorporates by reference all the allegations set forth above.

89. Defendant HSBC claims an estate or interest in the subject real adverse to that of plaintiff, but defendant's claims are without any lawful rights.

90. The claims of defendant HSBC are based on the trustee's deed purporting to convey the Subject Property to defendant HSBC.

91. Although the trustee's deed appears valid on its face, it is invalid, void, and of no force or effect regarding plaintiffs' interests in the subject real property and HSBC had at all times mentioned herein and has actual notice of such.

92. The estate in the described real property claimed by defendant HSBC based on the trustee's deed, is a cloud on plaintiffs' title in and to the subject real property, tends to depreciate its market value, restricts plaintiffs' full use and enjoyment of the real property, and hinders plaintiffs' right to unrestricted alienation of it. If the trustee's deed is not delivered and canceled, there is a reasonable fear that plaintiff will suffer serious injury.

SIXTH CAUSE OF ACTION

TO QUIET TITLE

(As Against HSBC And All Defendants Claiming An Interest In The Subject Property)

93. Plaintiff re-alleges and incorporates by reference all the allegations set forth above.

94. Plaintiff names as defendants in this action all persons unknown claiming (a) any legal or equitable right, title, estate, lien, or interest in the Subject Property described in the complaint adverse to plaintiff's title, or (b) any

cloud on plaintiffs' title to the property. The claims of each unknown defendant are without any right, and these defendants have no right, title, estate, lien, or interest in the subject property.

95. Plaintiff desires and is entitled to a judicial declaration quieting title in Plaintiff.

SEVENTH CAUSE OF ACTION

ACCOUNTING

(As Against All Defendants)

96. Plaintiffs re-allege and incorporate by reference all the allegations set forth above.
97. Defendants alleged certain monies due from plaintiffs, however plaintiffs allege that said monies are not due or that the amount alleged by defendant(s) is incorrect.
98. Plaintiffs believe they overpaid on the subject loan and no money is owing to any Defendant.
99. In the event any of the parties claims any amount owing it is unknown to plaintiffs and cannot be determined without an accounting.

EIGHTH CAUSE OF ACTION

ABUSE OF PROCESS

(Against Defendant Richards)

100. Plaintiffs re-allege and incorporate by reference all the allegations set forth above.
101. Defendants have used the inherent power of the courts to further their ulterior motives.
102. Defendants have known, or should have known, that the foreclosure on the Subject Property was invalid and illegal, yet defendants pursued possession of the Subject Property via the power of the courts by filing an improper unlawful detainer action.

1 103. Defendants willfully furthered their wrongs by attempting to enforce an
2 unlawful Writ of Possession obtained from said wrongful unlawful
3 detainer.

4 104. Defendants' sole ulterior motive was to gain possession of the Subject
5 Property by any means necessary including the improper use of the
6 courts, an abuse of process.

7 105. Defendants performed the acts alleged herein willfully and with full
8 knowledge of their illegality.

9 106. Because of Defendant's abuse of power, plaintiffs have suffered - and
10 continue to suffer - extreme emotional distress as well as economic
11 damages.

12 107. Plaintiffs therefore seek all proper remedies with respect to the
13 Defendants' misuse of judicial power, including damages relating to the
14 Plaintiffs' obligation to hire counsel, Plaintiffs' eviction from their home
15 and related economic damages, and damages for emotional distress
16 related thereto.

17 **NINTH CAUSE OF ACTION**

18 **TRESSPASS**

19 **(Against Richards and Remington)**

20 108. Plaintiffs re-allege and incorporate by reference all the allegations set
21 forth above.

22 109. Defendants broke into Plaintiffs' home with no lawful right to do so.

23 110. Plaintiffs suffered actual and general damages.

24 111. Plaintiffs are entitled to punitive damages against said defendants.

25 **TENTH CAUSE OF ACTION**

26 **CONVERSION**

27 **(As Against Richards and Remington)**

28

1 112. Plaintiffs re-allege and incorporate by reference all the allegations set
2 forth above.

3 113. Defendants looted Plaintiffs' house, and stole all of the personal property
4 belonging to Plaintiffs including the family pets.

5 114. Plaintiffs suffered actual and general damages.

6 115. Plaintiffs are entitled to punitive damages against said defendants.

7
8 WHEREFORE, plaintiff demands judgment as follows:

9
10 1. That the Court issue (a) a declaration that the sale of the Subject Property is null
11 and void and of no force or effect, and (b) an order setting aside the trustee sale of
12 the real property.

13
14 2. That the Court (a) issue an order that defendant HSBC deliver the trustee's deed
15 to the Court, and (b) cancel the trustee's deed.

16
17 3. That the Court order judgment quieting title in lead plaintiff as owner of the
18 subject real property, declaring that defendant HSBC has no right, title, estate, lien,
19 or interest in the Subject Property adverse to plaintiffs.

20
21 4. That the Court render between plaintiffs, and all an accounting determining the
22 amount, if any, actually owed to defendants by plaintiffs, or by defendants to
23 plaintiffs.

24
25 5. That the Court award general damages.

26
27 7. As against Defendants and for the lead plaintiff an amounts seh would have
28 received as an individual in a FDCPA case;

6. That plaintiffs recover all attorney fees and costs in this action, and that the Court award any other appropriate relief;

7. Declaratory judgment that Law Firms conduct violated the FDCPA, the Rosenthal Act and that such defendants violated B&P Code 17200, and an injunction prohibiting such acts in the future;

8. An award of compensatory damages to each injured class member in an amount deemed appropriate by the trier of facts and/or appropriate equitable relief;

9. An award of pre-judgment and post-judgment interest;

10. Enjoin Defendants, their successors in office, agents, employees, and all other persons in active concert and participation with them from continuing their practice of pursuing improper eviction actions;

11. Any other further legal and/or equitable relief to which lead Plaintiffs and Class members might be entitled at law or which the Court deems proper, including, according to proof, exemplary or punitive damages as may be necessary and appropriate to punish and deter any reprehensible or intentional misconduct.

Dated: April 11, 2010

PINES AND ASSOCIATES

/s/

By: Michael T. Pines
Attorney for Plaintiffs

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS
Williams**(b)** County of Residence of First Listed Plaintiff Los Angeles
(EXCEPT IN U.S. PLAINTIFF CASES)**(c)** Attorney's (Firm Name, Address, and Telephone Number)
Pines and Associates
Michael T. Pines
701 Palomar Airport Rd. Ste. 300**DEFENDANTS**
RichardsCounty of Residence of First Listed Defendant Los Angeles
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED.

Attorneys (If Known)

'11CV0749 DMS JMA**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|--|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated <i>or</i> Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated <i>and</i> Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

| CONTRACT | TORTS | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATUTES |
|--|--|--|---|--|
| <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise | PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions | <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes |
| REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property | CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition | | | |

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 USC 1692

Brief description of cause:

Fair Debt Collection Act**VII. REQUESTED IN COMPLAINT:**☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

April 11, 2011

/s/ Michael T. Pines

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____